

JONES DAY
Corinne Ball
Todd Geremia
Benjamin Rosenblum
Andrew Butler
250 Vesey Street
New York, New York 10281
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

JONES DAY
Christopher DiPompeo (*pro hac vice*)
51 Louisiana Ave., N.W.
Washington, D.C. 20001
Telephone: (202) 879-7686
Facsimile: (202) 626-1700

*Counsel for the Debtor
and Debtor in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: :
THE ROMAN CATHOLIC DIOCESE OF :
ROCKVILLE CENTRE, NEW YORK,¹ : Case No. 20-12345 (MG)
Debtor. :

THE ROMAN CATHOLIC DIOCESE OF :
ROCKVILLE CENTRE, NEW YORK, :
Plaintiff, :
v. : Adv. Pro. No. 20-01226
ARK320 DOE, *et al.*,² :
Defendants. :
:

**MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR A PRELIMINARY INJUNCTION
UNDER 11 U.S.C. §§ 362 AND 105(a)**

¹ The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is P.O. Box 9023, Rockville Centre, NY 11571-9023.

² A full list of the Defendants in this adversary proceeding is included in Exhibit A to the Verified Complaint for Declaratory and Injunctive Relief [Adv. Pro. Docket No. 1].

TABLE OF CONTENTS

	Page
PRELIMINARY STATEMENT	1
STATEMENT OF FACTS	4
A. The Mission and History of the Diocese of Rockville Centre	4
B. History and Structure of the DRVC's Shared Insurance Program	5
1. The Royal Policies (1957 to 1976)	6
2. The London Program Policies (1976 to 1986).....	7
3. The Ecclesia Policies (1986 to Present).....	8
C. History and Current Status of the State Court Actions	9
D. The Initial PI Motion and the Diocese's Discovery Efforts	10
ARGUMENT	12
I. Sections 362 and 105(a) of the Bankruptcy Code Empower this Court to Preliminarily Enjoin The State Court Actions	12
II. The Court Should Preliminarily Enjoin the State Court Actions pursuant to section 105(a).....	14
A. The Protections of the Automatic Stay Extend to the DRVC Related Parties Named in the State Court Actions	14
B. The Relevant Factors Weigh in Favor of a Preliminary Injunction.....	17
1. Continued Prosecution of the State Court Actions Will Dissipate the Proceeds of Shared Insurance Policies.....	18
2. Continued Prosecution of the State Court Actions Could Increase the Debtor's Indemnification Liability	19
3. Continued Prosecution of the State Court Actions Will Likely Result In Piecemeal Litigation And Inconsistent Judgments	19
4. Continued Prosecution of the State Court Actions Will Expose the DRVC to Risks of Collateral Estoppel and Res Judicata	20
5. Continued Prosecution Will Burden And Distract the DRVC's Principals From the Reorganization.....	22
C. There Is No Reason To Abandon the Preliminary Injunction Now.....	23
CONCLUSION.....	25

TABLE OF AUTHORITIES

	Page
CASES	
<i>McHale v. Alvarez (In re The 1031 Tax Group, LLC)</i> , 397 B.R. 670 (Bankr. S.D.N.Y. 2008)	passim
<i>A.H. Robins Co., v. Piccinin</i> , 788 F.2d 994 (4th Cir. 1986)	14, 16, 17, 18
<i>Bayview Loan Servicing LLC v. Fogarty (In re Fogarty)</i> , ____ F.4th ___, 2022 WL 2443388 (2d Cir. 2022)	15
<i>Boy Scouts of Am. v. A.A., et al. (In re Boy Scouts of Am.)</i> , No. 20-10343, Adv. Pro. No. 20-50527, Docket No. 55 (Bankr. D. Del. Mar. 31, 2020)	14
<i>Calpine Corp. v. Nev. Power Co. (In re Calpine Corp.)</i> , 354 B.R. 45 (Bankr. S.D.N.Y. 2006)	21
<i>Circle K Corp.</i> , 121 B.R. 257 (Bankr. D. Ariz. 1990)	16, 18
<i>Diocese of Buffalo, N.Y. v. JMH 100 Doe, et al. (In re Diocese of Buffalo, N.Y.)</i> , No. 20-10322, Adv. Pro. No. 20-01016, Docket No. 70 (Bankr. W.D.N.Y. July 2, 2020)	14, 24
<i>Drennen v. Certain Underwriters at Lloyd's of London (In re Residential Capital, LLC)</i> , 563 B.R. 756 (Bankr. S.D.N.Y. 2016)	19
<i>E. Refractories Co. Inc. v. Forty Eight Insulations Inc.</i> , 157 F.3d 169 (2d Cir. 1998)	12
<i>First Cent. Fin. Corp.</i> , 238 B.R. 9 (Bankr. E.D.N.Y. 1999)	15, 18
<i>Goldin v. Primavera Familienstiftung, Tag Assocs., Ltd. (In re Granite Partners, L.P.)</i> , 194 B.R. 318 (Bankr. S.D.N.Y. 1996)	19
<i>Haw. Structural Ironworkers Pension Tr. Fund v. Calpine Corp.</i> , No. 06 Civ. 5358, 2006 WL 3755175 (S.D.N.Y. 2006)	12, 22

<i>Ionosphere Clubs, Inc.</i> , 111 B.R. 423 (Bankr. S.D.N.Y. 1990)	13, 19
<i>Lindsey v. O'Brien, Tanski, Tanzer & Young Health Care Providers of Conn. (In re Dow Corning Corp.)</i> , 86 F.3d 482 (6th Cir. 1996)	17
<i>Livingstone v. Tough Mudder Incorporated, Inc.</i> , No. 19-cv-893, 2020 WL 1905203 (E.D.N.Y. 2020)	19
<i>Lomas Fin. Corp. v. Northern Tr. Co. (In re Lomas Fin. Corp.)</i> , 117 B.R. 64 (S.D.N.Y. 1990).....	21
<i>LTL Management, LLC</i> , 638 B.R. 291 (Bankr. D.N.J. 2022).....	21
<i>Lyondell Chem. Co. v. CenterPoint Energy Gas Servs. Inc. (In re Lyondell Chem. Co.)</i> , 402 B.R. 571 (Bankr. S.D.N.Y. 2009).....	14
<i>MacArthur Co. v. Johns-Manville Corp.</i> , 837 F.2d 89 (2d Cir. 1988).....	15, 18
<i>McCartney v. Integra Nat'l Bank N.</i> , 106 F.3d 506 (3d Cir. 1997).....	15
<i>Minoco Grp. of Cos. Ltd. v. First State Underwriters Agency of New Eng. Reins. Corp. (In re Minoco Grp. of Cos., Ltd.)</i> , 799 F.2d 517 (9th Cir. 1986)	16, 18
<i>Nev. Power Co. v. Calpine Corp. (In re Calpine Corp.)</i> , 365 B.R. 401 (S.D.N.Y. 2007).....	22
<i>Official Comm. of Unsecured Creditors v. PSS S.S. Co. (In re Prudential Lines Inc.)</i> , 928 F.2d 565 (2d Cir. 1991).....	15
<i>Purdue Pharma L.P.</i> , No. 19-23649, Adv. Pro. No. 19-08289, Docket No. 108 (Bankr. S.D.N.Y. Oct. 11, 2019), <i>aff'd</i> , No. 19 Civ. 10941, 2020 WL 4596869 (S.D.N.Y. Aug. 11, 2020)	13
<i>Queenie, Ltd. v. Nygard Intern.</i> , 321 F.3d 282 (2d Cir. 2003).....	16
<i>Roman Catholic Diocese of Syracuse, N.Y.</i> , 628 B.R. 571 (Bankr. N.D.N.Y. 2021).....	24

Rosetta Res. Operating LP v. Pogo Producing Co. (In re Calpine Corp.),
No. 05-60200, Adv. Pro. No. 06-1757, 2007 WL 1302604 (Bankr. S.D.N.Y.
2007) 13, 21, 22

Sudbury, Inc. v. Escott (In re Sudbury),
140 B.R. 461 (Bankr. N.D. Ohio 1992) 21

TK Holdings Inc., No. 17-11375, Adv. Pro. No. 17-50880, Docket No. 64-3
(Bankr. D. Del. Aug. 16, 2017) 13

W.R. Grace & Co. v. Chakarian (In re W.R. Grace & Co.),
386 B.R. 17 (Bankr. D. Del. 2008) 17

STATUTES

11 U.S.C.
 § 105(a) passim
 § 362(a)(1) 12, 15, 16
 § 362(a)(3) 12, 15, 16

OTHER AUTHORITIES

FED. R. CIV. P. 65 17

FED. R. BANKR. P. 2004 3, 10, 19, 25

PRELIMINARY STATEMENT

As widely reported, the Roman Catholic Diocese of Rockville Centre, New York (the “DRVC” or “Diocese”) is a defendant in numerous lawsuits alleging acts of sexual abuse and related misconduct occurring decades ago. These lawsuits were filed in the wake of the New York State Legislature’s enactment of the Child Victim Act (the “CVA”), which created a window for alleged victims of childhood sexual abuse to bring civil actions that were previously barred by the statute of limitations. Many of these lawsuits also name parishes within the DRVC (the “Parishes”) and/or affiliates of the DRVC (together with the Parishes, the “DRVC Related Parties”) as defendants. By the closing of the CVA’s two-year window on August 14, 2021, the DRVC and/or the DRVC Related Parties had been named as defendants in more than 500 CVA lawsuits.

The DRVC cares deeply about all victims of abuse and has sought to reconcile with anyone who has been harmed. The DRVC is steadfast in its commitment to provide equitable compensation to victims of abuse and to continually improve all of its policies to ensure abuse never again happens within the DRVC. Because the DRVC could not continue to address abuse litigation in the tort system on a case-by-case basis, it filed this chapter 11 case on October 1, 2020, to achieve the dual objectives of (1) timely and equitably compensating victims of abuse and (2) ensuring the DRVC emerges from bankruptcy able to continue its vital charitable mission.

The DRVC’s largest and most important assets available to compensate victims are the substantial, but limited, proceeds from its insurance policies. Because the DRVC Related Parties are all co-insureds under these insurance policies, with full rights to access the limited proceeds on a first-come basis, defense costs or damages incurred by the DRVC Related Parties in the State Court Actions would deplete the funds available to compensate victims in this chapter 11 case. As a result, on the same day it filed for chapter 11 relief, the DRVC also filed a motion to preliminarily enjoin the State Court Actions as against the DRVC’s co-insureds. That motion sought to protect

the DRVC's limited insurance assets from dissipation, maximize the funds available to compensate victims, ensure that the DRVC's limited funds are distributed to victims in an equitable and orderly way, and focus all parties on reaching a coordinated resolution of claims in the chapter 11 case.

The Official Committee of Unsecured Creditors (the "Committee") initially opposed the DRVC's motion for an interim stay of the State Court Actions, arguing that the State Court Actions were the only vehicle for CVA claimants to obtain discovery about the merits of their claims. The DRVC and the Committee, however, ultimately agreed to a consensual preliminary injunction of the State Court Actions (the "PI"). The DRVC agreed to produce to the Committee documents that the CVA claimants would have been entitled to receive in the State Court Actions, had those actions gone forward, and the Committee agreed to a consensual stay, subject to further extension based upon the DRVC's continued attention to the Committee's CVA-related discovery requests. The State Court Actions have been continuously stayed on these terms since October 28, 2020.

As set out in more detail in the accompanying *Declaration of Eric P. Stephens in Support of the Debtor's Motion for a Preliminary Injunction Under Sections 362 and 105(a) of the Bankruptcy Code* (the "Stephens Declaration"), the DRVC has voluntarily produced an enormous volume of information to the Committee, including all personnel files in its possession for each alleged abuser and comprehensive disclosures concerning the DRVC's financial condition and other matters impacting the estate. All told, the DRVC has produced to the Committee a total of more than 2.3 million pages of documents and responded to hundreds of requests for information. The Committee now has every piece of information that could have been produced to CVA plaintiffs in the State Court Actions, and much more.

On May 31, 2022, the DRVC communicated to the Committee that, in accordance with a stipulated schedule, it had substantially completed its production in response to *all* of the Committee's discovery requests. Two weeks later, however, the Committee sent a letter to the

DRVC issuing an ultimatum: The Committee would not agree to extend the PI unless the non-debtor Parishes disclosed information about *Parish* finances the Committee believes will be helpful in negotiating a chapter 11 plan. The DRVC responded by reiterating its view that the DRVC has no objection to the Parishes providing discovery on their finances; that any such requests should be directed to the Parishes' restructuring counsel; that the DRVC understands from the Parishes' statements to this Court that the Parishes will be willing to discuss such disclosures in the context of plan-related mediation; that the Committee has had the power at any time to involve the Parishes in mediation, but had not yet exercised it; and that it is inappropriate for the Committee to use an extension of the PI as leverage to obtain discovery that has nothing to do with the merits of the State Court Actions. The DRVC then proposed a brief, 30-day extension of the PI to allow time for the Committee and the Parishes to discuss the Committee's demands in mediation. The Committee flatly refused this proposal. Consequently, absent an order from this Court, the current PI will expire on August 10, 2022.

The Committee's ultimatum is not new. Over a year ago, the Committee threatened not to extend the PI unless the Parishes disclosed this *same* information. At that time, Judge Chapman expressly rejected the Committee's effort to condition an extension of the PI on plan-related discovery from third parties that had nothing to do with the CVA cases. Calling the Committee's approach "unfair" and an "enormous use and waste of resources," Judge Chapman made clear that she would not deny the PI motion simply because the Parishes had not provided financial disclosures and that, to the extent the Committee wanted plan-related information, it should pursue that discovery through a Rule 2004 process or in mediation. *See infra* at 10-11.

The Committee has now waited until after Judge Chapman's retirement—and just before the first joint mediation session that will involve the Parishes—to raise this issue again in the hopes of getting a different result. The Debtor respectfully submits, however, that the Court should

maintain the status quo by granting another short (120-day) extension of the PI.

Indeed, the reasons justifying a preliminary injunction of the State Court Actions at the start of the case counsel even more strongly in favor of it now. Sections 362(a) and 105(a) empower this Court to enjoin litigation where, as here, it threatens to undermine the Debtor's ability to achieve a successful restructuring, and courts facing similar circumstances have routinely granted such relief. Moreover, a 120-day preliminary injunction, subject to renewal at the Court's discretion, is a modest protective measure because nearly all of the State Court Actions are already subject to the automatic stay. And to the extent any part of the State Court Actions are not subject to the automatic stay, the various factors considered by this Court when evaluating whether to issue a section 105(a) injunction support such relief.

Finally, the current posture of the case weighs strongly in favor of preserving the status quo so the parties can pursue mediation without the distraction that will result from an explosion of hundreds of cases in state court. The chapter 11 case is at a critical juncture. Mediation is just beginning. The parties have had *only one* all-hands mediation session so far, largely because of Committee counsel's schedule and commitments in other cases. The next joint mediation session—which will be the first with the Parishes as mediation parties—will take place just two days before the current PI expires in August. The Committee should not be permitted to short-circuit the plan mediation process before the parties can determine whether a consensual chapter 11 plan is possible. Put simply, the parties should have breathing space to pursue plan-mediation.

STATEMENT OF FACTS

A. The Mission and History of the Diocese of Rockville Centre

The DRVC is the seat of the Catholic Church on Long Island. The DRVC was established by the Vatican in 1957 from territory that was formerly part of the Diocese of Brooklyn and was established by the State of New York as a religious corporation in 1958. The DRVC is the eighth

largest diocese in the United States when measured by the number of baptized Catholics.

There are 135 Parishes within the DRVC's geographic boundary. Each Parish is a separate religious corporation, formed under Article 5 of New York's Religious Corporations Law, N.Y. RELIG. CORP. § 90. Parishes are the epicenter of the Catholic Church's mission, and play a central role in the lives of Catholics: Parishes administer baptism, education, communion, mass, confirmation, marriage, and bereavement, including last rites, funeral services and grief support. All Parishes have retained restructuring counsel and were recently made mediation parties.³

In addition, certain affiliated entities of the DRVC are also defendants in the State Court Actions, such as Catholic Charities of the Diocese of Rockville Centre and the Department of Education, Diocese of Rockville Centre. Generally, these affiliates are separate, not-for-profit charitable member corporations with their own board and governance. Each is separately represented by restructuring counsel, and none have sought relief under chapter 11.

B. History and Structure of the DRVC's Shared Insurance Program

To insure the DRVC's many activities, the DRVC maintains a broad insurance program. Specifically, the DRVC purchased and continues to purchase commercial liability insurance (“CLI”) primary, umbrella, and excess liability insurance policies to protect itself and various other entities from a myriad of risks. A description of the terms of these policies and a compendium of policy documentation is included in the *Declaration of Kenneth F. Porter in Support of the Debtor's Motion for a Preliminary Injunction Under Sections 362 and 105(a) of the Bankruptcy Code* (the “Porter Declaration”) at ¶ 3. These CLI policies provide substantial insurance coverage for claims arising out of sexual abuse or sexual misconduct, *id.*, and are the DRVC's largest and most important source of funding for claims of sexual abuse.

³ See *Notice of Additional Mediation Parties (Certain Parishes)* [Docket No. 1170]; see also *Notices of Appearance* [Docket Nos. 27, 32, 384, 446].

At all times since 1957, the DRVC's insurance policies have provided coverage both to the DRVC and the DRVC Related Parties.⁴ *Id.* ¶ 4. As "Named Insureds," the DRVC Related Parties have the same rights as the DRVC to the limits of liability under those insurance policies. *Id.* Thus, the limits of liability are "shared" between the DRVC and the DRVC Related Parties. *Id.* Importantly, these shared insurance policy proceeds are paid on a first-come-first-served basis, meaning that once the insurance company has satisfied its obligation on a per-claim or aggregate basis for one insured, the insurance policy proceeds will not be available to other insureds. *Id.* Over the years, the DRVC has purchased insurance policies from different insurance companies. *Id.* ¶ 5. These policies fall into three groups: the Royal years (1957 to 1976); the London Program years (1976 to 1986); and the Ecclesia years (1986 to the present).⁵ Exhibit A to the Porter Declaration includes a graphical representation of the DRVC's historical insurance coverage.

1. The Royal Policies (1957 to 1976)

From 1957 until 1976, the DRVC purchased both primary and excess or umbrella insurance coverage (the "Royal Primary Policies" and the "Royal Umbrella Policies") from Royal Indemnity Insurance and Royal Globe Insurance Company (collectively now known as Arrowood Indemnity Company). *Id.* ¶ 6. The Royal Policies cover both the DRVC and the DRVC Related Parties. *Id.*

Royal Primary Policies: The Royal Primary Policies provide the first layer of insurance coverage for the DRVC and the DRVC Related Parties. *Id.* ¶ 7. These insurance policies do not have aggregate limits of liability, but they do have per-occurrence limits of liability ranging from \$150,000 to \$300,000, depending on the policy period. *Id.* Until 1964, the Royal Primary Policies

⁴ Certain insurance companies have not agreed to defend certain DRVC Related Parties based on missing insurance policy documentation. The DRVC believes there is adequate secondary evidence to establish insurance coverage for the DRVC Related Parties, and has reserved all rights with respect to such coverage disputes.

⁵ While this brief and the Porter Declaration provide an overview of the DRVC's insurance programs, the language in the insurance policies controls. The DRVC reserves any and all rights with respect to its insurance policies. The DRVC and its advisors have also not yet been able to locate copies of all relevant insurance policies and thus the descriptions provided herein may need to be amended to incorporate any newly-discovered evidence.

were the DRVC's only insurance coverage. *Id.* ¶ 8.

Royal Umbrella Policies: From 1964 to 1976, Royal also provided the DRVC with excess or umbrella insurance coverage. *Id.* ¶ 9. The Royal Umbrella Policies cover liability that exceeds the limits of liability for the Royal Primary Policies. *Id.* The Royal Umbrella Policies contained per occurrence limits of liability that ranged from \$2 million to \$12 million. *Id.* ¶ 10. In addition, while the Royal Umbrella Policies apparently did not contain any aggregate limits during the first several years of the program, aggregate limits ranging from \$4 million to \$12 million likely were included in the policies covering 1970 to 1976. *Id.*

2. The London Program Policies (1976 to 1986)

From 1976 until 1986, the DRVC purchased insurance coverage (the “London Policies”) from a syndicate of insurance companies known as the London Market Insurers (the “London Insurers”), with additional excess insurance coverage provided by various other insurers, including Interstate Fire & Casualty Company (collectively with the London Insurers, the “London Program”). *Id.* ¶ 11. Like the Royal Policies, all of the London Policies also cover both the DRVC and the DRVC Related Parties, and the insurance proceeds are shared between all co-insureds. *Id.*

Under the London Policies, the insureds are required to cover the first \$100,000 of liability per occurrence, an amount referred to as the “Self-Insured Retention” (“SIR”).⁶ *Id.* ¶ 12. The London Policies then provide an initial layer of coverage through two insuring agreements—an “Aggregate Agreement” and a “Specific Excess Agreement.” *Id.* As detailed in the Porter Declaration, these agreements provide some coverage for the first \$200,000 of liability on a claim.

The London Policies also provide a layer of umbrella insurance policies—the “Interstate

⁶ Generally, a “self-insured retention,” or SIR, is a dollar amount specified in a liability insurance policy that must be paid by the insured before the insurer will respond to a loss. Insurance policies include “self-insured retentions” when the insured decides to retain some risk.

Policies”—and upper layer excess insurance policies—the “London Excess Policies.⁷ *Id.* at 17. The umbrella layer of coverage generally covered the difference between \$200,000 and \$5 million for each occurrence, with no aggregate limit of liability, and was provided by Interstate and other insurance companies. *Id.* The excess insurance policies covered per-occurrence liability above \$5 million, up to a per-occurrence limit of liability of \$5 million to \$45 million, depending on the policy period. *Id.* Typically, neither layer of insurance coverage included an aggregate limit, meaning that those insurance companies still retain liability for new claims alleging injury during a London Program policy period, up to their share of the per-occurrence limits of liability. *Id.*

Under the London Policies, defense costs are generally considered part of the ultimate net loss.⁸ *Id.* ¶ 16. Thus, incurring defense costs depletes the available policy proceeds. *Id.*

3. The Ecclesia Policies (1986 to Present)

Finally, Ecclesia Assurance Company (“Ecclesia”) is the sole provider of insurance for the DRVC and the DRVC Related Parties for alleged sexual abuse after August 31, 1986.⁹ *Id.* ¶ 19. Ecclesia is a captive insurance company that provides insurance to the DRVC. *Id.* It is a separate corporation that is wholly owned by the DRVC. *Id.* The company is a licensed insurer and reinsurer, and it is subject to the New York State Department of Financial Services. *Id.*

The sexual abuse liability insurance coverage provided by Ecclesia is subject to per claim limits of \$750,000 in excess of self-insured retentions (or deductibles) of \$250,000 per claim and an aggregate limit of liability for sexual abuse claims of (i) \$15 million for claims made before October 31, 2020 based on alleged incidents that occurred on or after September 1, 1986 and prior to October 31, 2019 and (ii) \$7.5 million for claims made, and for claims based on alleged incidents

⁷ Some of the London Market Insurers may currently be insolvent and unable to fulfill their obligations.

⁸ DRVC reserves the right to argue the London Insurers have a duty to defend per the London Policies.

⁹ Ecclesia began providing insurance coverage in 2003 for sexual abuse claims made during the Ecclesia policy periods that allege wrongful acts after August 31, 1986.

that occurred, on or after October 31, 2019. *Id.* ¶ 20. As with the Royal Policies and the London Program Policies, the DRVC Related Parties are co-insureds with the DRVC and the insurance policy proceeds are shared among all the insureds. *Id.* ¶ 21. Under the Ecclesia Policies, defense costs are generally part of the ultimate net loss and deplete available policy proceeds. *Id.* ¶ 20.

C. History and Current Status of the State Court Actions

The pending State Court Actions allege that the DRVC and the DRVC Related Parties are liable for certain personal injury tort claims or, in some instances, statutory claims stemming from sexual abuse or misconduct arising out of the victim's involvement or connection with the DRVC.

See Declaration of Charles Moore in Support of the Debtor's Motion for a Preliminary Injunction Under Sections 362 and 105(a) of the Bankruptcy Code (the “Moore Declaration”) at ¶ 4. There are approximately 500 State Court Actions pending against the DRVC and/or the DRVC Related Parties. *Id.* Although the State Court Actions vary in their procedural posture, none are close to trial. *Id.* All are in either the motion practice or early discovery phase. *Id.*

Historically, claims against the DRVC and the DRVC Related Parties have, with very limited exception, been litigated and administered by the DRVC in close coordination with the DRVC Related Parties. *Id.* at ¶ 3. This approach is due to the relationship between the DRVC and the DRVC Related Parties, and the fact that many of the key allegations made by plaintiffs in such cases are substantially directed at the DRVC. *Id.* Consistent with past practice, the DRVC must coordinate many aspects of the litigation with the DRVC Related Parties, including responses to discovery requests. *Id.* Indeed, the majority of such requests are ultimately directed at the DRVC because the DRVC maintains most of the responsive documents. *Id.*

As explained in the Moore Declaration, before the chapter 11 case, key DRVC personnel, including those from the legal, financial, and risk management departments, devoted substantial time and attention to matters related to the State Court Actions. *Id.* ¶ 6. Specifically, the DRVC's

General Counsel and Chief Operating Officer was required to review and analyze potential settlements, strategies, and expenses with respect to the State Court Actions. In addition, key DRVC personnel had to monitor the status of the State Court Actions and coordinate with the DRVC Related Parties. *Id.* These same key personnel are responsible for overseeing and managing the DRVC's chapter 11 case and participating in the ongoing mediation. *Id.* ¶ 7. Due to their critical role in the DRVC's reorganization and mediation efforts, the success of the DRVC's reorganization will be contingent, in large part, on their time and efforts. *Id.* ¶ 8.

D. The Initial PI Motion and the Diocese's Discovery Efforts

The full history of the PI and the Diocese's discovery efforts is set out in the Stephens Declaration. As explained therein, the Diocese has provided an enormous amount of information to the Committee on a voluntary basis while limiting the need for the Court to resolve disputes to only a handful of discrete issues, each of which was resolved in the Diocese's favor.

In one such dispute that is particularly relevant here, the Committee in May 2021 informed the Diocese that it would not agree to extend the PI unless the Diocese produced comprehensive financial information about the Parishes, which the Committee believed would be useful in negotiating a chapter 11 plan. The Diocese responded that while the Diocese had no objection to providing this information, the Committee would need to obtain authorization from the Parishes, who were separately represented by restructuring counsel. The Diocese further explained that it was inappropriate for the Committee to condition an extension of the PI on plan-related disclosures from third parties that would not be a subject of discovery in the underlying State Court Actions. Rather, to the extent the Committee wanted this information for plan purposes, the appropriate mechanism would be a Rule 2004 motion, plan-related discovery, or mediation. The Diocese then facilitated a discussion between Parish counsel and counsel for the Committee. When those discussions failed to produce a resolution, Judge Chapman convened a status conference.

During the status conference, Judge Chapman expressly rejected the Committee's effort to link disclosure of Parish financial information to extending the PI:

I don't think that the connection of these two issues is appropriate. I mean, I understand the Committee is free to take whatever position that it wants with respect to discovery and with respect to the continuation of the injunction. But somehow, consent to one is now conditioned on the other, and there seems to be a sense from the Committee that I ought to follow that lead and somehow link those two. I don't think that that's correct. To state the obvious, I would like to avoid a contested hearing on the extension of the stay. I think it's an enormous use and waste of resources, and that it is something that is in everyone's interest to continue for short periods of time on a go-forward basis.

* * *

It just seems to me that it is unfair, frankly, to shoehorn the discovery dispute into the preliminary injunction process. And you know, kind of holding it over frankly my head as well as a threat, that unless they, you know, turn over these documents, or by implication I force them to turn over the documents, you know, you're going to oppose the stay.

May 21, 2021 Tr. at 6:20–7:8; 12:18–24. Following the status conference, the parties agreed to another consensual extension of the PI, which has since been renewed several more times.

Throughout the discovery process, the Diocese has been concerned that the Committee was taking advantage of the Diocese's good faith by making never-ending information requests to distract from the fact that the Committee lacked the bandwidth to make any real progress in the case. So, in an effort to close out the discovery process, on April 11, 2022, the Court so-ordered a stipulation between the Diocese and the Committee setting a deadline of May 31, 2022, for completion of final information requests and responses. Pursuant to this stipulation, the Diocese sent the Committee a letter on May 31, explaining it had substantially completed its production.

Unfortunately, just over two weeks later, the Committee sent the Diocese a letter with an ultimatum that it would not extend the PI beyond the current August 10, 2022, expiration date unless the Parishes disclosed their financial information before then. *See* Stephens Decl. Ex. A.

Apparently, the Committee believed it was free to abandon the PI now that discovery from the Diocese was coming to a close, and saw Judge Chapman’s retirement as an opportunity to get a different ruling with respect to parish discovery. The Diocese responded as it had before, explaining the Diocese has no objection to parish discovery, offering to facilitate a meeting on this topic with the Parishes, and questioning why the Committee had not yet made the Parishes mediation parties, as it had the right to do at any time. *See id.*, Ex. B. The Diocese proposed a brief 30-day bridge extension of the PI in order to allow the Parishes and the Committee to discuss the Committee’s demands. Unfortunately, however, the Committee flatly rejected this proposal, forcing the Diocese to seek to extend the PI on a contested basis. This motion followed.

ARGUMENT

I. SECTIONS 362 AND 105(a) OF THE BANKRUPTCY CODE EMPOWER THIS COURT TO PRELIMINARILY ENJOIN THE STATE COURT ACTIONS

Pursuant to section 362(a) of the Bankruptcy Code, a chapter 11 petition automatically stays virtually all litigation against a debtor and efforts by creditors to obtain the debtor’s property. *See* 11 U.S.C. § 362(a). This “automatic stay” is one of the most fundamental protections for a debtor and permits the debtor to focus on its reorganization. *See E. Refractories Co. Inc. v. Forty Eight Insulations Inc.*, 157 F.3d 169, 172 (2d Cir. 1998). The automatic stay prohibits (i) the continuation of any judicial, administrative, or other action or proceeding against the debtor, 11 U.S.C. § 362(a)(1); and (ii) any act, whether against the debtor or third parties, to obtain possession of, or exercise control over, property of the estate, 11 U.S.C. § 362(a)(3).

Section 362(a), by its terms, protects only the debtor and the debtor’s property. Courts have long recognized, however, that even though litigation involving non-debtors may not be *automatically* stayed by section 362(a), bankruptcy courts have the authority pursuant to 11 U.S.C. § 105(a) to enjoin such litigation in certain circumstances. *Haw. Structural Ironworkers Pension*

Tr. Fund v. Calpine Corp., No. 06 Civ. 5358, 2006 WL 3755175, at *4 (S.D.N.Y. 2006).

Specifically, under section 105(a), “the bankruptcy court may enjoin proceedings in other courts when it is satisfied that such a proceeding would defeat or impair its jurisdiction with respect to a case before it.” *McHale v. Alvarez (In re The 1031 Tax Grp., LLC)*, 397 B.R. 670, 684 (Bankr. S.D.N.Y. 2008) (quoting *In re Johns-Manville Corp.*, 91 B.R. 225, 228 (Bankr. S.D.N.Y. 1988)). “To enjoin claims against non-debtors under § 105(a), a bankruptcy court must find that the claims ‘threaten to thwart or frustrate the debtor’s reorganization efforts,’ . . . and that the injunction is ‘important’ for effective reorganization.” *Id.* at 684 (quoting *Goldin v. Primavera Familienstiftung, Tag Assocs., Ltd. (In re Granite Partners, L.P.)*, 194 B.R. 318, 337 (Bankr. S.D.N.Y. 1996)). Moreover, “the courts have recognized that a stay should be provided to codefendants when the claims against them and the claims against the debtor are ‘inextricably interwoven, presenting common questions of law and fact, which can be resolved in one proceeding.’” *In re Ionosphere Clubs, Inc.*, 111 B.R. 423, 434 (Bankr. S.D.N.Y. 1990) (quoting *Fed. Life Ins. Co. v. First Fin. Group, Inc.*, 3 B.R. 375, 376 (S.D. Tex. 1980)). In such cases, an injunction is appropriate because, absent such relief, “[c]ongressional intent to provide relief to debtors would be frustrated by permitting indirectly what is expressly prohibited in the Code.” *Rosetta Res. Operating LP v. Pogo Producing Co. (In re Calpine Corp.)*, No. 05-60200, Adv. Pro. No. 06-1757, 2007 WL 1302604, at *2 (Bankr. S.D.N.Y. 2007) (quotations omitted).

Applying these precedents, courts have routinely enjoined mass-tort litigation against affiliates of debtors, to allow the debtor to centralize claims in one forum and seek a consensual restructuring of its liabilities.¹⁰ Simply put, “safe harbors for non-debtors” are frequently granted

¹⁰ See, e.g., *Hr’g Tr., In re TK Holdings Inc.*, No. 17-11375, Adv. Pro. No. 17-50880, Docket No. 64-3 at 26, 30-31 (Bankr. D. Del. Aug. 16, 2017) (employing section 105 to enjoin actions against non-debtors to avoid multi-front litigation and allow debtors to focus on consensual plan of reorganization); *Hr’g Tr., In re Purdue Pharma L.P.*, No. 19-23649, Adv. Pro. No. 19-08289, Docket No. 108 at 253-54 (Bankr. S.D.N.Y. Oct. 11, 2019), aff’d, No. 19 Civ. 10941, 2020 WL 4596869 (S.D.N.Y. Aug. 11, 2020) (enjoining continued prosecution of litigation by

in mass tort chapter 11 cases because they help avoid a “battle . . . over a dwindling *res*” and give the parties “a clear shot at negotiating an overall settlement.” *Purdue Pharma.*, 2020 WL 4596869, at *16, *18. As explained below, such relief is particularly appropriate here.¹¹

II. THE COURT SHOULD PRELIMINARILY ENJOIN THE STATE COURT ACTIONS PURSUANT TO SECTION 105(a)

A section 105(a) injunction is appropriate here for three reasons. First, because the automatic stay itself already applies to most, if not all, of the State Court Actions, a short-term preliminary injunction of any State Court Actions not already covered is modest relief and is necessary to ensure consistent outcomes and equitable results. Second, each of the factors considered by this Court when evaluating whether to issue a section 105(a) injunction weighs strongly in favor of that relief here. And third, the current posture of the case and the fact that the parties have only recently begun plan mediation makes clear that now is not the time to upset the status quo in favor of an explosion of individualized litigation in state court.

A. The Protections of the Automatic Stay Extend to the DRVC Related Parties Named in the State Court Actions

As an initial matter, the relief sought by this motion—a 120-day preliminary injunction subject to review and renewal by this Court—is modest in light of the fact that the automatic stay

governmental entities against debtors and related parties, including former owners of debtors); *Diocese of Buffalo, N.Y. v. JMH 100 Doe, et al.* (*In re Diocese of Buffalo, N.Y.*), No. 20-10322, Adv. Pro. No. 20-01016, Docket No. 70 at 13 (Bankr. W.D.N.Y. July 2, 2020) (granting preliminary injunction to stay state court actions under the CVA); *Boy Scouts of Am. v. A.A., et al.* (*In re Boy Scouts of Am.*), No. 20-10343, Adv. Pro. No. 20-50527, Docket No. 55 at 7 (Bankr. D. Del. Mar. 31, 2020) (granting preliminary injunction and consent order to stay litigation against co-defendants, including Boy Scouts’ separately incorporated Local Councils).

¹¹ This Court has jurisdiction to enjoin claims in state court against the DRVC and the DRVC Related Parties. Because the Debtor is seeking relief under sections 362(a) and 105(a) of the Bankruptcy Code, this Court has “arising in” and “arising under” jurisdiction to render orders with respect to claims against the Debtor. *See Lyondell Chem. Co. v. CenterPoint Energy Gas Servs. Inc.* (*In re Lyondell Chem. Co.*), 402 B.R. 571, 586 (Bankr. S.D.N.Y. 2009). And although the actions to be enjoined involve tort claims arising under state law, the Bankruptcy Court may assert “related to” jurisdiction over those claims because the outcome of those cases “might have [a] ‘conceivable effect’ on the bankruptcy estate,” by threatening the Debtor’s recovery on its insurance policies, creating *res judicata* with respect to issues involving the Debtor, and distracting the parties involved from their efforts to achieve a consensual resolution to the DRVC’s chapter 11 case. *Id.* at 587–88 (quoting *Publicker Indus., Inc. v. United States* (*In re Cuyahoga Equip. Corp.*), 980 F.2d 110, 114 (2d Cir. 1992)). The Bankruptcy Court therefore is empowered with “comprehensive jurisdiction” to “enjoin other actions whether against the debtor or third-parties and in whatsoever court.” *See A.H. Robins Co., v. Piccinin*, 788 F.2d 994, 1003 (4th Cir. 1986).

itself already extends to bar continued prosecution of nearly all of the State Court Actions.

First, the Diocese is a defendant in 234 of the 503 cases subject to the current preliminary injunction. The Diocese, moreover, would likely be a necessary party in the vast majority of the remainder, nearly all of which were filed after the start of the chapter 11 case without naming the Diocese to avoid the automatic stay. As the Second Circuit recently held, there is “a bright-line rule: if the debtor is a named party in a proceeding or action, then the automatic stay imposed by [11 U.S.C. 362(a)(1)] applies to the continuation of such a proceeding or action.” *Bayview Loan Servicing LLC v. Fogarty (In re Fogarty)*, ___ F.4th ___, 2022 WL 2443388, at *8 (2d Cir. 2022). Consequently, nearly all of the State Court Actions are already automatically stayed by section 362(a)(1) or would become automatically stayed upon the DRVC’s addition as a necessary party. *See McCartney v. Integra Nat’l Bank N.*, 106 F.3d 506, 511 (3d Cir. 1997) (concluding automatic stay applied to action against non-debtor where debtor would be a necessary party to such action).

Second, because the DRVC Related Parties are co-insureds under the DRVC’s insurance policies, the provisions of the automatic stay protecting estate property, *see* § 362(a)(3), bar continued prosecution of claims against the DRVC Related Parties that would dissipate the proceeds of these shared insurance policies.

Section 362(a)(3) of the Bankruptcy Code enjoins “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(3). Courts have thus recognized that “[o]ne of the principal purposes of the automatic stay is to preserve the property of the debtor’s estate for the benefit of all the creditors.” *Official Comm. of Unsecured Creditors v. PSS S.S. Co. (In re Prudential Lines Inc.)*, 928 F.2d 565, 573 (2d Cir. 1991) (citation omitted). And the Second Circuit has held that insurance policies held by the debtor are property of the debtor’s estate. *See MacArthur Co. v. Johns-Manville Corp.*, 837 F.2d 89, 92 (2d Cir. 1988); *In re First Cent. Fin. Corp.*, 238 B.R. 9, 16 (Bankr. E.D.N.Y. 1999).

Because of this, courts routinely either extend the automatic stay, or hold that the automatic stay applies, to actions against co-insureds under the same insurance policies. *See, e.g., A.H. Robins*, 788 F.2d at 1001-02 (staying actions “against officers or employees of the debtor who may be entitled to indemnification under [an insurance] policy or who qualify as additional insureds under the policy”); *The 1031 Tax Grp.*, 397 B.R. at 685 (same); *In re Circle K Corp.*, 121 B.R. 257, 261 (Bankr. D. Ariz. 1990) (same); *Minoco Grp. of Cos. Ltd. v. First State Underwriters Agency of New Eng. Reins. Corp. (In re Minoco Grp. of Cos., Ltd.)*, 799 F.2d 517, 519 (9th Cir. 1986) (same).

Here, because the DRVC Related Parties are co-insureds with the DRVC, allowing litigation to continue against the DRVC Related Parties will have an “immediate adverse economic consequence for the debtor’s estate” by diminishing the estate’s insurance assets. *Queenie, Ltd. v. Nygard Intern.*, 321 F.3d 282, 287 (2d Cir. 2003). As insureds under the DRVC’s various insurance policies, the DRVC Related Parties have the same rights to the limited amount of insurance proceeds as the DRVC. Porter Decl. ¶¶ 4, 6–21. All of the DRVC’s insurance policies have per-claim limits, under which every dollar of insurance indemnification received by the DRVC Related Parties is one less dollar available to the DRVC’s estate for payment of that claim. *Id.* Moreover, for policies that also have aggregate limits, every dollar of insurance recovery by the DRVC Related Parties is one less dollar available to the DRVC’s estate to resolve any covered claims. *Id.* Consequently, any defense costs or judgments incurred by the DRVC Related Parties will directly reduce estate assets. Thus, the provisions of the automatic stay protecting estate property, *see* § 362(a)(3), bar continued prosecution of claims against the DRVC Related Parties.

Third, the State Court Actions against the DRVC Related Parties are covered by the traditional debtor protections of the automatic stay, *see* § 362(a)(1), because they involve “such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant.” *Queenie*, 321 F.3d at 287–88 (quoting *A.H. Robins*, 788 F.2d at 999). Indeed,

a substantial body of case law recognizes that separate, non-debtor legal entities may share an identity of interest with the debtor when they are co-defendants in actions arising out of a single product or service supplied, manufactured, or provided by the debtor.¹² So too here. The DRVC shares an identity of interest with the DRVC Related Parties with respect to the State Court Actions because the policies and practices the plaintiffs allege gave rise to their claims are the DRVC's policies and practices, not distinct policies and practices of the DRVC Related Parties. Indeed, many of the claims asserted against the DRVC Related Parties cannot be adjudicated without impacting the DRVC's interests, and the testimonial and documentary evidence the plaintiffs in the State Court Actions will rely on at trial will, in large part, be from the DRVC. Finally, the DRVC and the DRVC Related Parties pursue a common charitable mission. This close working relationship between the DRVC and the DRVC Related Parties further demonstrates their identical interests in resolving the State Court Actions.

B. The Relevant Factors Weigh in Favor of a Preliminary Injunction

In light of the fact that the automatic stay itself already precludes continued prosecution of nearly all of the State Court Actions, extending the current preliminary injunction to maintain the status quo for 120-days is modest relief. In any event, to the extent any aspects of the State Court Actions are outside of section 362(a), a preliminary injunction under section 105(a) is appropriate.

This Court has held that “[b]ecause § 105(a) injunctions are authorized by statute, they do not need to comply with the traditional requirements of Fed. R. Civ. P. 65.” *The 1031 Tax Grp.*, 397 B.R. at 684. When considering whether a section 105(a) injunction should be granted, courts

¹² See, e.g., *A.H. Robins*, 788 F.2d at 996, 1014 (finding identity of interest between debtor and non-debtor with respect to claims arising out of use of single contraceptive device manufactured by the debtor); *W.R. Grace & Co. v. Chakarian (In re W.R. Grace & Co.)*, 386 B.R. 17, 30–32 (Bankr. D. Del. 2008) (noting debtors and non-debtors shared an identity of interest because debtor's conduct and mining operations were “at the core” of non-debtor claims, and including non-debtors in scope of preliminary injunction staying actions against non-debtors); *Lindsey v. O'Brien, Tanski, Tanzer & Young Health Care Providers of Conn. (In re Dow Corning Corp.)*, 86 F.3d 482, 492–94 (6th Cir. 1996) (noting identity of interest between debtor and non-debtors in litigation centered around the debtor's role as manufacturer and/or supplier of silicone gel breast implants).

give special attention to “among other relevant factors, whether the suits would (i) threaten the debtor’s insurance coverage, (ii) increase the debtor’s indemnification liability, (iii) result in inconsistent judgments, (iv) expose the debtor to risks of collateral estoppel or *res judicata*, and (v) burden and distract the debtor’s management by diverting its manpower from reorganization to defending litigation.” *Id.* (citing *Granite Partners*, 194 B.R. at 337). Here, these factors weigh heavily in favor of a preliminary injunction.¹³

1. Continued Prosecution of the State Court Actions Will Dissipate the Proceeds of Shared Insurance Policies

First, as discussed above, the Second Circuit has recognized that insurance policies held by the debtor are property of the debtor’s estate. *See MacArthur Co.*, 837 F.2d at 92; *First Cent. Fin. Corp.*, 238 B.R. at 16. Because of this, courts routinely extend the automatic stay—or hold that the stay applies—to actions against co-insureds. *See, e.g., A.H. Robins*, 788 F.2d at 1001 (staying actions against officers “of the debtor who may be entitled to indemnification under [an insurance] policy or who qualify as additional insureds under the policy”); *The 1031 Tax Grp.*, 397 B.R. at 685 (same); *Circle K*, 121 B.R. at 261 (same); *Minoco Grp.*, 799 F.2d at 519 (same).

Here, the DRVC’s insurance policies are the single most important estate asset available to compensate creditors. Because those policy proceeds are shared among the DRVC and the DRVC Related Parties, “the Debtor[] faces a very real possibility that insurance proceeds would be at risk if the [CVA Actions] are permitted to continue,” and the existence of shared insurance policies weighs in favor of enjoining continued prosecution of the State Court Actions. *The 1031 Tax Group*, 397 B.R. at 684–85. Indeed, even more than in *The 1031 Tax Grp.*, because the insurance assets here are so critical to the DRVC’s ability to fund survivors’ claims, it is safe to say that nothing would endanger a successful reorganization more than if those insurance assets

¹³ To the extent the Court also considers the traditional equitable factors, those factors likewise support a preliminary injunction for the reasons explained in the DRVC’s initial motion for the PI. [Adv. Dkt. No. 3].

are dissipated in litigation of the State Court Actions against the DRVC Related Parties.

2. Continued Prosecution of the State Court Actions Could Increase the Debtor's Indemnification Liability

Second, there is “a substantial risk that [the DRVC will] face liability for indemnification if the [State Court Actions] are permitted to continue.” *Id.* Indeed, the Parishes have repeatedly taken the position in this Court that they believe they have no responsibility for the actions of priests assigned to their parishes by the DRVC.¹⁴ Should any of the State Court Actions result in a judgment against a DRVC Related Party, it is likely the DRVC Related Party will pursue indemnification claims against the DRVC. The possibility of such claims also weighs in favor of a preliminary injunction, as courts have repeatedly recognized. *See Granite Partners*, 194 B.R. at 337 (finding “issuance of the injunction” proper where suits “threaten the debtor’s insurance coverage or increase the debtor’s indemnification liability”); *Ionosphere Clubs*, 111 B.R. at 435 (granting stay where claims against non-debtor would have “direct impact on the estate” because “if successful . . . [p]laintiffs may undoubtedly claim [the debtor] is liable”); *Livingstone v. Tough Mudder Incorporated, Inc.*, No. 19-cv-893, 2020 WL 1905203, at *2 (E.D.N.Y. 2020) (similar).

3. Continued Prosecution of the State Court Actions Will Likely Result In Piecemeal Litigation And Inconsistent Judgments

Third, courts have stayed actions under section 105(a) where they all involve common questions of fact and law that are more effectively resolved in one bankruptcy proceeding. *See, e.g., Drennen v. Certain Underwriters at Lloyd’s of London (In re Residential Capital, LLC)*, 563 B.R. 756, 775 (Bankr. S.D.N.Y. 2016) (granting stay of arbitration against non-debtors where there was no mechanism to prevent inconsistent judgments); *The 1031 Tax Grp.*, 397 B.R. at 684 (“The

¹⁴ *See Declaration of Thomas R. Slome in Support of an Objection of Parishes to Motion of the Official Committee of Unsecured Creditors for Entry of an Order Pursuant to Bankruptcy Rule 2004 Directing Debtor to Produce Electronically Stored Accounting Information* [Dkt. No. 463], at ¶¶ 11, 12; *Letter to the Honorable Shelley C. Chapman* [Adv Pro. Dkt. No. 75].

courts have recognized that a stay should be provided to codefendants when the claims . . . are ‘inextricably interwoven, presenting common questions of law and fact, which can be resolved in one proceeding.’”) (quoting *Ionosphere Clubs*, 111 B.R. at 434).

Here, common questions of law and fact predominate in the State Court Actions because the allegedly unlawful policies and practices giving rise to claims against the DRVC Related Parties are similar or identical to the alleged policies and practices giving rise to claims against the DRVC. The claims asserted against the non-DRVC defendants are therefore not capable of being adjudicated without impacting the DRVC’s interests. *See* Moore Decl. ¶¶ 6, 9.

Indeed, if the State Court Actions are permitted to proceed against the DRVC Related Parties, such an outcome would likely “have cascading effects” on the larger reorganization. *Purdue Pharma.*, 2020 WL 4596869, at *17. Without a preliminary injunction of all the State Court Actions, CVA plaintiffs who did not name the Diocese as a defendant may be permitted to pursue their claims in state court, seeking a judgment against DRVC Related Parties covered by the same insurance policies covering claims against the DRVC. Plaintiffs in cases where the DRVC is a named defendant may try to bifurcate their cases as between the Diocese and the DRVC Related Parties, so they will not be left out as limited insurance assets are dissipated to pay claims for the DRVC Related Parties. Stephens Decl. ¶ 36. This would not only shift all parties’ focus away from the reorganization, it would also likely lead to inequitable recoveries based on which plaintiffs are able to advance their cases quickest through the state court system.

4. Continued Prosecution of the State Court Actions Will Expose the DRVC to Risks of Collateral Estoppel and *Res Judicata*

Fourth, if the State Court Actions are allowed to proceed without the DRVC, the DRVC faces substantial risks of collateral estoppel, record taint, and evidentiary prejudice. *See* Moore Decl. ¶ 10. Courts have recognized that these risks justify the issuance of a preliminary injunction,

reasoning that such risks will cause the debtor to pay close attention to and participate in litigation, thus undermining the effect of the automatic stay. *See Lomas Fin. Corp. v. Northern Tr. Co. (In re Lomas Fin. Corp.)*, 117 B.R. 64, 67 (S.D.N.Y. 1990) (finding “irreparable harm” where debtor’s key personnel would be forced to participate in such litigation to avoid the “threat of collateral estoppel” because “it is not possible for the debtor to be a bystander to a suit which may have a \$20 million issue preclusion effect against it in favor of a pre-petition creditor”); *Calpine Corp. v. Nev. Power Co. (In re Calpine Corp.)*, 354 B.R. 45, 50 (Bankr. S.D.N.Y. 2006) (granting stay of state court action against surety of debtor when such action created the risk of collateral estoppel); *Calpine Corp.*, 2007 WL 1302604, at *4 (same); *In re LTL Management, LLC*, 638 B.R. 291, 317 (Bankr. D.N.J. 2022) (staying claims against non-debtors arising from the same factual circumstances as claims against the debtor because “the evidentiary record developed in continued litigation against the [non-debtors] could prejudice [the debtor]”).

Here, given the overlap in the claims that have been asserted against the DRVC Related Parties and the DRVC, as well as the relationship between the DRVC and the DRVC Related Parties, the risk of preclusion through collateral estoppel or *res judicata* is high. Indeed, many theories of liability against both the DRVC and the DRVC Related Parties are similar, resting on theories of negligent failure to supervise the wrongdoers. *See* Moore Decl. Because of these preclusion risks, the DRVC will have to participate in the litigation, thus undermining the automatic stay. Without an injunction, the DRVC would be left in a bind: participate in the State Court Actions and thereby destroy value that would otherwise be available for creditors, or allow the State Court Actions to proceed without the DRVC’s participation, and face the potential of judgments substantially increasing the number and size of claims against the estate. Such a result would “violate the spirit . . . of section 362 of the Bankruptcy Code.” *Sudbury, Inc. v. Escott (In re Sudbury)*, 140 B.R. 461, 464 (Bankr. N.D. Ohio 1992). Thus, the interest in avoiding collateral

estoppel and *res judicata* thus also weighs in favor of enjoining the State Court Actions.

5. Continued Prosecution Will Burden And Distract the DRVC's Principals From the Reorganization

Fifth, continuation of the State Court Actions would divert critical resources away and distract key personnel from the Debtor's reorganization and mediation efforts. *See* Moore Decl. ¶¶ 5-11. Courts have enjoined third party actions where the continued litigation will burden and distract the debtor's principals from the reorganization effort. *Nev. Power Co. v. Calpine Corp. (In re Calpine Corp.)*, 365 B.R. 401, 410 (S.D.N.Y. 2007) (affirming the grant of a stay where stayed action would burden and distract key employees from the restructuring effort); *Haw. Structural*, 2006 WL 3755175, at *5 (same); *Calpine Corp.*, 2007 WL 1302604, at *4 (same). But this purpose is defeated when key personnel of the debtor are forced to devote substantial attention to overseeing or otherwise participating in numerous state court actions.

Here, opening the floodgates to state court litigation will likely distract from the chapter 11 case in two ways. For one, the DRVC will necessarily be dragged into discovery because, although the DRVC has voluntarily provided substantial amounts of discovery to the Committee on the merits of the abuse claims, *see* Stephens Decl. ¶¶ 9-13, 17-19, that discovery was provided *en masse* with very few redactions pursuant to the Committee's statutory role as fiduciary for all unsecured creditors and with respect to the mediation. *Id.* at n.5. If litigation of the State Court Actions were to resume, the Diocese would be required to expend substantial resources segregating this discovery into case-by-case productions and applying redactions for personal health and personally identifying information. And even then, DRVC personnel will likely be key witnesses, providing depositions and testimony in potentially hundreds of cases.

Moreover, allowing the state court plaintiffs' lawyers who are directing the Committee to pursue their individual actions will necessarily distract them from the goal of a negotiated

resolution to the chapter 11 case through mediation. Indeed, those lawyers recently told the state court that, if the PI expires on August 10, they will immediately begin actively litigating their individual cases. Stephens Decl. ¶ 36. Because the estate's insurance assets are limited, a race-to-the-courthouse dynamic will incentivize the plaintiffs' lawyers to vigorously pursue their own clients' cases to the detriment of plaintiffs represented by other lawyers. This will stop mediation in its tracks, greatly reducing any possibility of a negotiated global resolution in the near term.

C. There Is No Reason To Abandon the Preliminary Injunction Now

Finally, the current posture of the case counsels in favor of maintaining the preliminary injunction. The preliminary injunction has been an important part of this case from the outset. It has allowed the Debtor to focus on the reorganization, rationalized the Debtor's litigation defense, centralized the focus of all parties on the reorganization rather than on individual cases, avoided inconsistent judgments and inequitable recoveries, served as the vehicle through which the Committee received an extraordinary amount of voluntary discovery, and protected the DRVC's most important asset for compensating victims—its insurance policies—from depletion. There is no reason to abandon the preliminary injunction at this stage of the case.

To the contrary, the current posture of the case strongly weighs in favor of maintaining the status quo by another limited extension of the preliminary injunction for 120 days. Plan mediation has only just begun, and the parties have had only one all-hands mediation session. Although mediation confidentiality protections do not allow the DRVC to describe the details of the mediation, mediation remains at a very early stage. Indeed, the Parishes will join their first joint mediation session in August. And, for its part, the Committee appears to be just beginning its own analysis of the proofs of claim, having not taken steps to allow its valuation expert to examine proofs of claim until just before the first joint mediation sessions at the end of April 2022. Courts have routinely granted preliminary injunctions of mass-tort litigation in order to allow mediation

to have a chance to produce a consensual chapter 11 plan. *See, e.g., Diocese of Buffalo, N.Y.*, 626 B.R. at 870 (Bankr. W.D.N.Y. 2021) (extending stay of CVA cases where “[w]ithout a stay, the debtor must divert its attention and resources to the defense of state court litigation, rather than to focus on the negotiation of acceptable plan provisions”); *In re Roman Catholic Diocese of Syracuse, N.Y.*, 628 B.R. 571, 580 (Bankr. N.D.N.Y. 2021) (granting stay of CVA litigation due to “consensual ongoing discovery and proposed mediations”).¹⁵

The Committee, moreover, has no good faith basis for opposing a renewed PI at this time. The Committee cannot in good faith argue that mediation has run its course or that the parties are at an impasse. And although the Committee argues that their opposition to the PI is due to a lack of financial disclosures from the Parishes, that argument is contrived. The Committee did not seek to make the Parishes mediation parties until *after* issuing its ultimatum that it will not extend the PI unless the Parishes give in to their demands, despite the fact that the Parishes repeatedly stated to this Court and the Committee that they would be open to discussing such disclosures in mediation. And when the Diocese proposed a brief 30-day standstill to allow the Committee and the Parishes to mediate about these financial disclosures, the Committee flatly rejected such an approach. The Committee should at least have to *try* to negotiate with the Parishes about the conditions under which the Parishes will make disclosures before they threaten to open the floodgates to state court litigation that will harm the estate.

Moreover, Judge Chapman has already *rejected* the Committee’s position that a stay of the State Court Actions should be conditioned on non-debtor third-party Parishes providing plan-related financial disclosures. As Judge Chapman acknowledged, this arguably plan-related

¹⁵ Although the Court in the Diocese of Rochester case recently denied a preliminary injunction, that case is nothing like this one. There, after the parties had fully pursued mediation and reached an impasse, the debtor sought what was essentially a permanent injunction. The Court did not believe such relief was warranted based on the status of the case and the evidence presented. Here, in contrast, mediation is just beginning, and the short-term relief sought by the DRVC provides the Court with ample opportunity to monitor case progress and alter the approach as necessary.

discovery would not be available in the underlying State Court Actions, and thus the stay of the State Court Actions does not limit the Committee's or others' ability to pursue this discovery through normal channels. To the extent the Committee believes information regarding the Parishes would be helpful in negotiating a plan, it is free to pursue that discovery through mediation, through a Rule 2004 motion, or through a discovery process at the plan-confirmation stage.

The reality is that the Committee is seeking to use the threat of state court litigation as leverage to extract concessions from the DRVC and the Parishes that have nothing to do with the State Court Actions. But while the Committee may regard the PI as nothing more than a leverage point, and may be willing to abandon it now that it has obtained all the discovery that would be available in the CVA actions, the Diocese still regards the PI as critical at this time to preserve the estate from dissipation and to ensure that the parties have a sufficient runway to pursue mediation without the distraction of piecemeal litigation. The Committee should not be permitted to play games with the estate's insurance assets or back out on its commitment to mediate in good faith.

The DRVC's requested 120-day extension of the preliminary injunction is modest and will permit the Court to retain control over the progress of the case, while allowing the parties to make further progress in mediation. At the conclusion of that 120-day period, the parties, the Court, and the mediator will be able to reassess whether it still makes sense to enjoin the State Court Actions, or whether the chapter 11 case should move forward in a different way. Now is not the time to start piecemeal litigation in hundreds of state court cases. The parties should follow through on their commitment to investigate through mediation whether a consensual plan is possible.

CONCLUSION

For the reasons above, the Court should grant the DRVC's Motion and enter a preliminary injunction enjoining further prosecution of the State Court Actions until December 8, 2022, subject to renewal as circumstances warrant.

Dated: July 21, 2022
New York, New York

Christopher DiPompeo (*pro hac vice*)
JONES DAY
51 Louisiana Ave., N.W.
Washington, D.C. 20001
Telephone: (202) 879-7686
Facsimile: (202) 626-1700

Respectfully submitted,

/s/ Corinne Ball
Corinne Ball
Todd Geremia
Benjamin Rosenblum
Andrew Butler
JONES DAY
250 Vesey Street
New York, New York 10281
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

*Counsel for the Debtor
and Debtor in Possession*

EXHIBIT A

State Court Actions

	Plaintiff(s)	Index No.
1.	NAME ON FILE	506103/2020
2.	NAME ON FILE	506559/2020
3.	NAME ON FILE	512125/2020
4.	NAME ON FILE	512319/2020
5.	NAME ON FILE	512833/2020
6.	NAME ON FILE	513632/2020
7.	NAME ON FILE	513885/2020
8.	NAME ON FILE	515746/2020
9.	NAME ON FILE	452564/2020
10.	NAME ON FILE	517533/2020
11.	NAME ON FILE	518025/2020
12.	NAME ON FILE	518289/2020
13.	NAME ON FILE	518726/2019
14.	NAME ON FILE	519191/2019
15.	NAME ON FILE	519862/2019
16.	NAME ON FILE	522308/2019
17.	NAME ON FILE	524748/2019
18.	NAME ON FILE	526614/2019
19.	NAME ON FILE	527922/2019
20.	NAME ON FILE	600873/2020
21.	NAME ON FILE	605941/2020
22.	NAME ON FILE	606396/2020
23.	NAME ON FILE	606672/2020
24.	NAME ON FILE	606674/2020
25.	NAME ON FILE	607467/2020
26.	NAME ON FILE	607768/2020
27.	NAME ON FILE	608381/2020
28.	NAME ON FILE	609115/2020
29.	NAME ON FILE	610600/2020
30.	NAME ON FILE	611155/2019
31.	NAME ON FILE	615903/2019
32.	NAME ON FILE	617355/2019
33.	NAME ON FILE	618528/2019
34.	NAME ON FILE	618542/2019
35.	NAME ON FILE	619881/2019
36.	NAME ON FILE	620497/2019
37.	NAME ON FILE	621553/2019
38.	NAME ON FILE	624824/2019
39.	NAME ON FILE	900001/2019
40.	NAME ON FILE	900002/2019
41.	NAME ON FILE	900002/2020
42.	NAME ON FILE	900003/2019
43.	NAME ON FILE	900003/2020

	Plaintiff(s)	Index No.
44.	NAME ON FILE	900004/2019
45.	NAME ON FILE	900004/2020
46.	NAME ON FILE	900043/2020
47.	NAME ON FILE	900005/2019
48.	NAME ON FILE	900006/2019
49.	NAME ON FILE	900006/2020
50.	NAME ON FILE	900007/2019
51.	NAME ON FILE	900008/2019
52.	NAME ON FILE	900008/2020
53.	NAME ON FILE	900010/2019
54.	NAME ON FILE	900010/2020
55.	NAME ON FILE	900011/2019
56.	NAME ON FILE	900011/2020
57.	NAME ON FILE	900012/2019
58.	NAME ON FILE	900012/2020
59.	NAME ON FILE	900013/2019
60.	NAME ON FILE	900013/2020
61.	NAME ON FILE	900014/2019
62.	NAME ON FILE	900014/2020
63.	NAME ON FILE	900015/2019
64.	NAME ON FILE	900015/2020
65.	NAME ON FILE	900016/2019
66.	NAME ON FILE	900017/2019
67.	NAME ON FILE	900017/2020
68.	NAME ON FILE	900018/2020
69.	NAME ON FILE	900019/2019
70.	NAME ON FILE	900020/2019
71.	NAME ON FILE	900021/2019
72.	NAME ON FILE	900022/2019
73.	NAME ON FILE	900022/2020
74.	NAME ON FILE	900024/2019
75.	NAME ON FILE	900025/2019
76.	NAME ON FILE	900027/2019
77.	NAME ON FILE	900028/2019
78.	NAME ON FILE	900029/2019
79.	NAME ON FILE	900029/2020
80.	NAME ON FILE	900030/2020
81.	NAME ON FILE	900031/2019
82.	NAME ON FILE	900031/2020
83.	NAME ON FILE	900032/2019
84.	NAME ON FILE	900032/2020
85.	NAME ON FILE	900033/2020
86.	NAME ON FILE	900035/2019
87.	NAME ON FILE	900036/2019
88.	NAME ON FILE	900036/2020
89.	NAME ON FILE	900037/2019
90.	NAME ON FILE	900039/2019

	Plaintiff(s)	Index No.
91.	NAME ON FILE	900040/2019
92.	NAME ON FILE	900041/2019
93.	NAME ON FILE	900041/2020
94.	NAME ON FILE	900042/2019
95.	NAME ON FILE	900044/2020
96.	NAME ON FILE	900045/2019
97.	NAME ON FILE	900045/2020
98.	NAME ON FILE	900046/2019
99.	NAME ON FILE	900046/2020
100.	NAME ON FILE	900047/2020
101.	NAME ON FILE	900048/2019
102.	NAME ON FILE	900048/2020
103.	NAME ON FILE	900050/2019
104.	NAME ON FILE	900050/2020
105.	NAME ON FILE	900051/2019
106.	NAME ON FILE	900051/2020
107.	NAME ON FILE	900052/2019
108.	NAME ON FILE	900052/2020
109.	NAME ON FILE	900053/2019
110.	NAME ON FILE	900053/2020
111.	NAME ON FILE	900054/2019
112.	NAME ON FILE	900054/2020
113.	NAME ON FILE	900055/2020
114.	NAME ON FILE	900056/2020
115.	NAME ON FILE	900057/2019
116.	NAME ON FILE	900057/2020
117.	NAME ON FILE	900058/2020
118.	NAME ON FILE	900059/2020
119.	NAME ON FILE	900060/2020
120.	NAME ON FILE	900061/2020
121.	NAME ON FILE	900062/2020
122.	NAME ON FILE	900063/2020
123.	NAME ON FILE	900064/2019
124.	NAME ON FILE	900064/2020
125.	NAME ON FILE	900065/2020
126.	NAME ON FILE	900066/2020
127.	NAME ON FILE	900067/2020
128.	NAME ON FILE	900068/2019
129.	NAME ON FILE	900068/2020
130.	NAME ON FILE	900069/2019
131.	NAME ON FILE	900069/2020
132.	NAME ON FILE	900070/2019
133.	NAME ON FILE	900070/2020
134.	NAME ON FILE	900071/2019
135.	NAME ON FILE	900071/2020
136.	NAME ON FILE	900072/2019
137.	NAME ON FILE	900072/2020

	Plaintiff(s)	Index No.
138.	NAME ON FILE	900073/2019
139.	NAME ON FILE	900073/2020
140.	NAME ON FILE	900074/2020
141.	NAME ON FILE	900075/2020
142.	NAME ON FILE	900076/2020
143.	NAME ON FILE	900077/2020
144.	NAME ON FILE	900078/2020
145.	NAME ON FILE	900079/2020
146.	NAME ON FILE	900080/2020
147.	NAME ON FILE	900081/2020
148.	NAME ON FILE	900084/2020
149.	NAME ON FILE	900085/2020
150.	NAME ON FILE	900086/2020
151.	NAME ON FILE	900087/2020
152.	NAME ON FILE	900094/2020
153.	NAME ON FILE	900095/2020
154.	NAME ON FILE	900099/2020
155.	NAME ON FILE	900101/2020
156.	NAME ON FILE	900102/2020
157.	NAME ON FILE	900103/2020
158.	NAME ON FILE	900105/2020
159.	NAME ON FILE	900107/2020
160.	NAME ON FILE	900109/2020
161.	NAME ON FILE	900110/2020
162.	NAME ON FILE	900111/2020
163.	NAME ON FILE	900112/2020
164.	NAME ON FILE	900113/2020
165.	NAME ON FILE	900114/2020
166.	NAME ON FILE	900115/2020
167.	NAME ON FILE	900117/2020
168.	NAME ON FILE	900118/2020
169.	NAME ON FILE	900119/2020
170.	NAME ON FILE	900120/2020
171.	NAME ON FILE	900121/2020
172.	NAME ON FILE	900122/2020
173.	NAME ON FILE	900124/2020
174.	NAME ON FILE	900125/2020
175.	NAME ON FILE	900126/2020
176.	NAME ON FILE	900127/2020
177.	NAME ON FILE	900128/2020
178.	NAME ON FILE	900129/2020
179.	NAME ON FILE	900130/2020
180.	NAME ON FILE	900131/2020
181.	NAME ON FILE	900132/2020
182.	NAME ON FILE	900133/2020
183.	NAME ON FILE	900134/2020
184.	NAME ON FILE	900135/2020

	Plaintiff(s)	Index No.
185.	NAME ON FILE	900136/2020
186.	NAME ON FILE	900137/2020
187.	NAME ON FILE	900138/2020
188.	NAME ON FILE	900139/2020
189.	NAME ON FILE	900143/2020
190.	NAME ON FILE	900145/2020
191.	NAME ON FILE	900149/2020
192.	NAME ON FILE	900150/2020
193.	NAME ON FILE	900152/2020
194.	NAME ON FILE	900153/2020
195.	NAME ON FILE	900165/2020
196.	NAME ON FILE	900168/2020
197.	NAME ON FILE	900170/2020
198.	NAME ON FILE	900171/2020
199.	NAME ON FILE	900172/2020
200.	NAME ON FILE	900173/2020
201.	NAME ON FILE	900174/2020
202.	NAME ON FILE	950002/2019
203.	NAME ON FILE	950167/2019
204.	NAME ON FILE	950169/2019
205.	NAME ON FILE	950229/2020
206.	NAME ON FILE	950245/2020
207.	NAME ON FILE	950535/2020
208.	NAME ON FILE	950642/2020
209.	NAME ON FILE	950685/2020
210.	NAME ON FILE	614160/2020
211.	NAME ON FILE	900001/2021
212.	NAME ON FILE	RESERVED
213.	NAME ON FILE	900006/2021
214.	NAME ON FILE	900007/2021
215.	NAME ON FILE	900008/2021
216.	NAME ON FILE	900030/2019
217.	NAME ON FILE	618005/2020
218.	NAME ON FILE	603159/2021
219.	NAME ON FILE	600406/2015
220.	NAME ON FILE	613879/2018
221.	NAME ON FILE	613853/2017
222.	NAME ON FILE	515579/2020
223.	NAME ON FILE	513592/2020
224.	NAME ON FILE	513586/2020
225.	NAME ON FILE	609397/2019
226.	NAME ON FILE	900016/2021
227.	NAME ON FILE	900015/2021
228.	NAME ON FILE	900010/2021
229.	NAME ON FILE	900011/2021
230.	NAME ON FILE	900017/2021
231.	NAME ON FILE	900029/2021

	Plaintiff(s)	Index No.
232.	NAME ON FILE	510647/2021
233.	NAME ON FILE	900037/2021
234.	NAME ON FILE	900036/2021
235.	NAME ON FILE	900042/2021
236.	NAME ON FILE	900041/2021
237.	NAME ON FILE	900040/2021
238.	NAME ON FILE	70043/2021E
239.	NAME ON FILE	606441/2021
240.	NAME ON FILE	610846/2021
241.	NAME ON FILE	RESERVED
242.	NAME ON FILE	900055/2021
243.	NAME ON FILE	900057/2021
244.	NAME ON FILE	508122/2021
245.	NAME ON FILE	RESERVED
246.	NAME ON FILE	900061/2021
247.	NAME ON FILE	900050/2021
248.	NAME ON FILE	900048/2021
249.	NAME ON FILE	900044/2021
250.	NAME ON FILE	900047/2021
251.	NAME ON FILE	900060/2021
252.	NAME ON FILE	900034/2021
253.	NAME ON FILE	900064/2021
254.	NAME ON FILE	900069/2021
255.	NAME ON FILE	514079/2021
256.	NAME ON FILE	514064/2021
257.	NAME ON FILE	900035/2021
258.	NAME ON FILE	611047/2021
259.	NAME ON FILE	610249/2021
260.	NAME ON FILE	610244/2021
261.	NAME ON FILE	610938/2021
262.	NAME ON FILE	610245/2021
263.	NAME ON FILE	610849/2021
264.	NAME ON FILE	610237/2021
265.	NAME ON FILE	610228/2021
266.	NAME ON FILE	610406/2021
267.	NAME ON FILE	900024/2021
268.	NAME ON FILE	610036/2021
269.	NAME ON FILE	RESERVED
270.	NAME ON FILE	900058/2021
271.	NAME ON FILE	611337/2021
272.	NAME ON FILE	900073/2021
273.	NAME ON FILE	900075/2021
274.	NAME ON FILE	900078/2021
275.	NAME ON FILE	900079/2021
276.	NAME ON FILE	900080/2021
277.	NAME ON FILE	900096/2021
278.	NAME ON FILE	900088/2021

	Plaintiff(s)	Index No.
279.	NAME ON FILE	900095/2021
280.	NAME ON FILE	900090/2021
281.	NAME ON FILE	900092/2021
282.	NAME ON FILE	900097/2021
283.	NAME ON FILE	900093/2021
284.	NAME ON FILE	900089/2021
285.	NAME ON FILE	900086/2021
286.	NAME ON FILE	900087/2021
287.	NAME ON FILE	900091/2021
288.	NAME ON FILE	900099/2021
289.	NAME ON FILE	612686/2021
290.	NAME ON FILE	513591/2020
291.	NAME ON FILE	400094/2021
292.	NAME ON FILE	900102/2021
293.	NAME ON FILE	900105/2021
294.	NAME ON FILE	612520/2021
295.	NAME ON FILE	613012/2021
296.	NAME ON FILE	613013/2021
297.	NAME ON FILE	900094/2021
298.	NAME ON FILE	613014/2021
299.	NAME ON FILE	900110/2021
300.	NAME ON FILE	613020/2021
301.	NAME ON FILE	900113/2021
302.	NAME ON FILE	613213/2021
303.	NAME ON FILE	900121/2021
304.	NAME ON FILE	613430/2021
305.	NAME ON FILE	900104/2021
306.	NAME ON FILE	900125/2021
307.	NAME ON FILE	900126/2021
308.	NAME ON FILE	900127/2021
309.	NAME ON FILE	900128/2021
310.	NAME ON FILE	613335/2021
311.	NAME ON FILE	900123/2021
312.	NAME ON FILE	900122/2021
313.	NAME ON FILE	900130/2021
314.	NAME ON FILE	900133/2021
315.	NAME ON FILE	900132/2021
316.	NAME ON FILE	900134/2021
317.	NAME ON FILE	900135/2021
318.	NAME ON FILE	900137/2021
319.	NAME ON FILE	900138/2021
320.	NAME ON FILE	900139/2021
321.	NAME ON FILE	613730/2021
322.	NAME ON FILE	613731/2021
323.	NAME ON FILE	900141/2021
324.	NAME ON FILE	900142/2021
325.	NAME ON FILE	900146/2021

	Plaintiff(s)	Index No.
326.	NAME ON FILE	900144/2021
327.	NAME ON FILE	900145/2021
328.	NAME ON FILE	900147/2021
329.	NAME ON FILE	900148/2021
330.	NAME ON FILE	900149/2021
331.	NAME ON FILE	900150/2021
332.	NAME ON FILE	900103/2021
333.	NAME ON FILE	900136/2021
334.	NAME ON FILE	900159/2021
335.	NAME ON FILE	613015/2021
336.	NAME ON FILE	900160/2021
337.	NAME ON FILE	614399/2021
338.	NAME ON FILE	614400/2021
339.	NAME ON FILE	614401/2021
340.	NAME ON FILE	614402/2021
341.	NAME ON FILE	900166/2021
342.	NAME ON FILE	900168/2021
343.	NAME ON FILE	613957/2021
344.	NAME ON FILE	518563/2021
345.	NAME ON FILE	614403/2021
346.	NAME ON FILE	614404/2021
347.	NAME ON FILE	614405/2021
348.	NAME ON FILE	614406/2021
349.	NAME ON FILE	900169/2021
350.	NAME ON FILE	900170/2021
351.	NAME ON FILE	900175/2021
352.	NAME ON FILE	900180/2021
353.	NAME ON FILE	900171/2021
354.	NAME ON FILE	900172/2021
355.	NAME ON FILE	900174/2021
356.	NAME ON FILE	900176/2021
357.	NAME ON FILE	900177/2021
358.	NAME ON FILE	900178/2021
359.	NAME ON FILE	900227/2021
360.	NAME ON FILE	900196/2021
361.	NAME ON FILE	400195/2021
362.	NAME ON FILE	900181/2021
363.	NAME ON FILE	900179/2021
364.	NAME ON FILE	900182/2021
365.	NAME ON FILE	518595/2021
366.	NAME ON FILE	519459/2021
367.	NAME ON FILE	614442/2021
368.	NAME ON FILE	614654/2021
369.	NAME ON FILE	614747/2021
370.	NAME ON FILE	614751/2021
371.	NAME ON FILE	614918/2021
372.	NAME ON FILE	614919/2021

	Plaintiff(s)	Index No.
373.	NAME ON FILE	614922/2021
374.	NAME ON FILE	900187/2021
375.	NAME ON FILE	900202/2021
376.	NAME ON FILE	900204/2021
377.	NAME ON FILE	900208/2021
378.	NAME ON FILE	900209/2021
379.	NAME ON FILE	900213/2021
380.	NAME ON FILE	900217/2021
381.	NAME ON FILE	900222/2021
382.	NAME ON FILE	900192/2021
383.	NAME ON FILE	614526/2021
384.	NAME ON FILE	900183/2021
385.	NAME ON FILE	900184/2021
386.	NAME ON FILE	900185/2021
387.	NAME ON FILE	900190/2021
388.	NAME ON FILE	900193/2021
389.	NAME ON FILE	900195/2021
390.	NAME ON FILE	900198/2021
391.	NAME ON FILE	614752/2021
392.	NAME ON FILE	900212/2021
393.	NAME ON FILE	900211/2021
394.	NAME ON FILE	900210/2021
395.	NAME ON FILE	614911/2021
396.	NAME ON FILE	518736/2021
397.	NAME ON FILE	900225/2021
398.	NAME ON FILE	900229/2021
399.	NAME ON FILE	900230/2021
400.	NAME ON FILE	900232/2021
401.	NAME ON FILE	615146/2021
402.	NAME ON FILE	614921/2021
403.	NAME ON FILE	900242/2021
404.	NAME ON FILE	900112/2021
405.	NAME ON FILE	900129/2021
406.	NAME ON FILE	900221/2021
407.	NAME ON FILE	615121/2021
408.	NAME ON FILE	615122/2021
409.	NAME ON FILE	615134/2021
410.	NAME ON FILE	615135/2021
411.	NAME ON FILE	900235/2021
412.	NAME ON FILE	900245/2021
413.	NAME ON FILE	900246/2021
414.	NAME ON FILE	951014/2021
415.	NAME ON FILE	615133/2021
416.	NAME ON FILE	900262/2021
417.	NAME ON FILE	900269/2021
418.	NAME ON FILE	900271/2021
419.	NAME ON FILE	900275/2021

	Plaintiff(s)	Index No.
420.	NAME ON FILE	900277/2021
421.	NAME ON FILE	900265/2021
422.	NAME ON FILE	615333/2021
423.	NAME ON FILE	900286/2021
424.	NAME ON FILE	900289/2021
425.	NAME ON FILE	900303/2021
426.	NAME ON FILE	900298/2021
427.	NAME ON FILE	RESERVED
428.	NAME ON FILE	900301/2021
429.	NAME ON FILE	900305/2021
430.	NAME ON FILE	900351/2021
431.	NAME ON FILE	615422/2021
432.	NAME ON FILE	900307/2021
433.	NAME ON FILE	900366/2021
434.	NAME ON FILE	520225/2021
435.	NAME ON FILE	951198/2021
436.	NAME ON FILE	614848/2021
437.	NAME ON FILE	900313/2021
438.	NAME ON FILE	900312/2021
439.	NAME ON FILE	900314/2021
440.	NAME ON FILE	615522/2021
441.	NAME ON FILE	615525/2021
442.	NAME ON FILE	615528/2021
443.	NAME ON FILE	615542/2021
444.	NAME ON FILE	900344/2021
445.	NAME ON FILE	900345/2021
446.	NAME ON FILE	900348/2021
447.	NAME ON FILE	900353/2021
448.	NAME ON FILE	900308/2021
449.	NAME ON FILE	900309/2021
450.	NAME ON FILE	900362/2021
451.	NAME ON FILE	900363/2021
452.	NAME ON FILE	900369/2021
453.	NAME ON FILE	900380/2021
454.	NAME ON FILE	900389/2021
455.	NAME ON FILE	900378/2021
456.	NAME ON FILE	900377/2021
457.	NAME ON FILE	900393/2021
458.	NAME ON FILE	900391/2021
459.	NAME ON FILE	900189/2021
460.	NAME ON FILE	900390/2021
461.	NAME ON FILE	900386/2021
462.	NAME ON FILE	900387/2021
463.	NAME ON FILE	900388/2021
464.	NAME ON FILE	900385/2021
465.	NAME ON FILE	900384/2021
466.	NAME ON FILE	900383/2021

	Plaintiff(s)	Index No.
467.	NAME ON FILE	900381/2021
468.	NAME ON FILE	900374/2021
469.	NAME ON FILE	900357/2021
470.	NAME ON FILE	900358/2021
471.	NAME ON FILE	900394/2021
472.	NAME ON FILE	900395/2021
473.	NAME ON FILE	900396/2021
474.	NAME ON FILE	900398/2021
475.	NAME ON FILE	900397/2021
476.	NAME ON FILE	900402/2021
477.	NAME ON FILE	900401/2021
478.	NAME ON FILE	900163/2021
479.	NAME ON FILE	900294/2021
480.	NAME ON FILE	900131/2021
481.	NAME ON FILE	900364/2021
482.	NAME ON FILE	519751/2021
483.	NAME ON FILE	900220/2021
484.	NAME ON FILE	900116/2021
485.	NAME ON FILE	900403/2021
486.	NAME ON FILE	900116/2020
487.	NAME ON FILE	900081/2021
488.	NAME ON FILE	RESERVED
489.	NAME ON FILE	514631/2021
490.	NAME ON FILE	951159/2021
491.	NAME ON FILE	951160/2021
492.	NAME ON FILE	520085/2021
493.	NAME ON FILE	520003/2021
494.	NAME ON FILE	520779/2021
495.	NAME ON FILE	951389/2021
496.	NAME ON FILE	900191/2021
497.	NAME ON FILE	602850/2016
498.	NAME ON FILE	900259/2021
499.	NAME ON FILE	900260/2021
500.	NAME ON FILE	900261/2021
501.	NAME ON FILE	900264/2021
502.	NAME ON FILE	616239/2021
503.	NAME ON FILE	951246/2021
504.	NAME ON FILE	970001/2021
505.	NAME ON FILE	950946/2021
506.	NAME ON FILE	400091/2021